

THE HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT,
WESTERN DISTRICT OF WASHINGTON

T.T.,

Plaintiff,

v.

HOLLAND AMERICA LINE, INC.,

Defendant.

IN ADMIRALTY

CAUSE NO.: 2:17-CV-01267

STIPULATION FOR CONFIDENTIALITY AND
PROTECTIVE ORDER

STIPULATION

IT IS HEREBY STIPULATED by all parties to this action, by and through their attorneys of record, that in order to protect the confidentiality of the identity of Plaintiff, certain records disclosed in this action bearing Plaintiff's name, date of birth, social security number, or other identifying information will be designated as Confidential Material.

1. Those records shall include but not be limited to the following:

- a. Any and all of Plaintiff's medical and psychological treatment records and bills;
- b. Any tax record information pertaining to Plaintiff, including paystubs, W2 forms, job applications, tax returns, and correspondences between Plaintiff and tax preparers or state and federal tax authorities;
- c. Any of Plaintiff's job application or personnel files for jobs held;
- d. Any records of criminal arrests or convictions;

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- e. Any credit or property ownership histories ore credit card information;
 - f. All reports or photographs concerning or depicting Plaintiff; and
 - g. Any birth, marriage, or marital dissolution records.
2. Confidential Material will be used solely in connection with this litigation in the preparation and trial of the case, or any related appellate proceeding. The Material may be disclosed only to the following persons:
- a. The Parties and their counsel in this action including their counsel's staffs and any investigators and experts retained by counsel to assist with the action;
 - b. Court personnel including stenographic reporters engaged in such proceedings as are necessarily incidental to prepare for the trial of this action;
 - c. Witnesses during the course of a deposition, when the disclosure of Confidential Material, only when disclosure is relevant, necessary, or helpful to the witness' testimony, examination, or cross-examination. Notwithstanding any provision of this stipulation, the parties reserve the rights to make all appropriate objections at the time of disclosure of any Confidential Material to any witness. Furthermore, witnesses may not leave the deposition with copies of Confidential Material, and shall be bound by the provisions of paragraph 4.
 - d. Any neutral evaluator or other designated ADR provider.
3. All persons identified in paragraph 2 to whom disclosure of confidential material is made shall be informed of the provisions of this stipulation and shall agree to be bound by its provisions.
4. At the conclusion of this litigation, through trial and any appeal or other resolution, all Confidential Material received under the provisions of this stipulation

1 shall be delivered back to Plaintiff or be destroyed at the option of plaintiff. Pro-
2 visions of this stipulation shall remain in effect until all Confidential Material
3 (including all copies thereof) are returned to Plaintiff or destroyed.

- 4 5. Any party seeking to file a document with the court designated as Confidential
5 pursuant to this stipulation shall do so under seal in strict compliance with all
6 applicable statutes and court rules related thereto.
- 7 6. Nothing in this stipulation shall preclude a party from showing or disclosing
8 any documents designated as confidential pursuant to this stipulation as long as
9 such document has been redacted so as to prevent disclosure of all Confidential
10 Material.
- 11 7. The foregoing is without prejudice to the right of any party (a) to apply to the
12 court for a protective order relating to any Confidential Material; (b) to apply to
13 the court for an order removing the Confidential Material designation from any
14 document; and (c) to apply to the court for an order compelling production of
15 documents or modifications of this stipulation or for any order permitting dis-
16 closure of Confidential Material beyond the terms of this stipulation.
- 17 8. Plaintiff shall be identified in pleadings and court proceedings only by her ini-
18 tials, as they are so identified in the caption of this action, and not by her actual
19 name. The parties shall redact the Plaintiff's name from any papers filed with
20 the court.

21 DATED this 6th day of October, 2017

22
23 **THE SULLIVAN LAW FIRM**

24 By: s/Kevin P. Sullivan
Kevin P. Sullivan, WSBA #11987
Mina Shahin, WSBA #46661

25 Attorneys for Plaintiff
26

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ORDER

Based upon the foregoing Stipulation of the parties, it is hereby ORDERED that the use of any and all Confidential Material shall be subject to the foregoing Stipulation. The terms, conditions and restrictions of this Order shall remain in full force and effect after the litigation is concluded and indefinitely thereafter until further Order of the Court.

DATED this 13th ^{December} day of ~~October~~ 2017.


Honorable Robert S. Lasnik

Presented by:

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By: /s/ Kevin P. Sullivan

Kevin P. Sullivan, WSBA #11987

Mina Shahin, WSBA #46661

Attorneys for Plaintiff

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